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DIVISION II

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STATE OF WASHINGTON

BY

DEPUTY

**THE COURT OF APPEALS OF THE STATE OF
WASHINGTON, DIVISION II**

FRANCES DU JU,

Appellant and Defendant pro se,

vs.

MAURICE LACOMBE,

Respondent and Plaintiff pro se.

APPEAL FROM CLARK COUNTY SUPERIOR COURT
THE HONORABLE GREGORY GONZALES
CASE NO. 16-2-00719-1
JUDGMENT NO. 16-9-01404-5

REPLY BRIEF OF APPELLANT

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Appellant pro se, Frances Du Ju, files her Reply Brief of Appellant in response to Respondent's Brief (hereinafter "Resp. Br.") as follows.

A. **Resp. Br. was in Severe Violations of RAP 10.3(a), RAP 10.4(a) and (f); had no Reference to Clerk's Papers; Raised new Issues outside of the Scope of RAP 2.5(a); and did not limit facts to within the Record.**

RAP 10.3(a)(8) states, "... An appendix may not include materials not contained in the record on review without permission from the appellate court, except as provided in rule 10.4(c)." RAP 10.4(c) regards "Text of Statute, Rule, Jury Instruction, or the Like."

Frances Ju's November 18, 2016, letter filed with this Court pointed out that Resp. Br. was problematic. RAP 10.4(f) regards "Reference to Record." Throughout Resp. Br., there was not any reference to Clerk's Papers. The Resp. Br. simply stated whatever he felt like saying, raised new issues that were outside of the scope of RAP 2.5(a), and totally disregarded the requirement that all facts should be limited to those facts that had been contained in the record. Respondent did not ask for this Court's leave to include the Exhibits that he precariously presented to this Court for the first time in the history of this case, in violation of RAP 10.3(a)(8). Resp. Br. also based on these non-approved and not-telling-the-whole-story Exhibits to answer the Opening Brief of Appellant. RAP 2.5(a) regards "Errors Raised for First Time on Review" and states, "The appellate court may refuse to review any claim of error which was not raised in the trial court."

RAP 10.4(a)(1) states, "... The brief shall not contain any tabs, colored pages,..." Respondent's Exhibits A and C were in yellow

and blue colors, in violation of the court rule.

RAP 10.3(a)(5) regards "Statement of the Case". Resp. Br. did not include "a fair statement of the facts and procedure relevant to the issues presented for review"; nor did Resp. Br. comply with the requirement that "Reference to the record must be included for each factual statement." Resp. Br. did not refer to Clerk's Papers at all.

RAP 10.3(a)(6) regards "Argument". Resp. Br. did not include any "citation to legal authority"; nor did Resp. Br. include any "references to relevant parts of the record." None of the issues stated in Resp. Br. stated "a concise statement of the standard of review as to each issue."

B. Reply to ¶ "I. Introduction".

Other than the problems pointed out *supra*, Resp. Br. is also consisted of untrue, invalid, and misleading arguments. Those problematic arguments started with its "Introduction" as shown below.

In reply to Resp. Br. at 1 ll. 2-4, Frances Ju has showed this Court in the Opening Brief that there was a Written Payment Agreement (CP 18). Frances Ju also addressed this Written Payment Agreement in the two Superior Court hearings (4/15/16 RP 3:23-25 and 5:3-6; and 5/20/16 RP 7:15 through 8:5 and 8:15 through 9:2.) Frances Ju stated in the Written Payment Agreement that she was not sure how much longer she will stay in Vancouver and asking Respondent if he would receive the daily rate of \$39 by PayPal. Respondent wanted Frances Ju to continue staying and made his suggestion that said, "... but what would be even

easier is if you just gave me cash at the end of your stay for the extended days. I don't need to collect the money upfront or daily..."

October 27, 2015, was already the end of busy season for tourism in Vancouver, Washington. Respondent wanted to keep making money from Frances Ju's accommodation during the slow season so he voluntarily made the offer. Even after Respondent stopped acting like an airbnb host and caused diminished rental value (CP 51-52): disconnection of XFINITY Cable TV, changed the password on XFINITY Internet to keep Frances Ju from using it, turning down or off the thermostat to make Frances Ju have cramps on her legs at night, stopped providing bathroom tissue, frequently intentionally made loud noises in the middle of the night; Frances Ju never "refus(ed) to pay rent". CP 19-20 showed that Frances Ju offered \$672.50 per month and she specifically stated that she can pay Respondent immediately. Respondent's "refusing to pay rent" is obviously an untrue, invalid, and misleading statement. Thus, Respondent's "clear cut scenario" at the very opening of his Resp. Br. cannot hold at all.

Frances Ju's November 18, 2016, letter to this Court raised the issue of Ghostwriting from Respondent. The Ghostwriter may not fully understand the case so he/she wrote, "The **courts** have agreed with that premise..." If Respondent had written the November 1, 2016, Resp. Br. by himself, he must know and not be confused that there was only one court: Clark County Superior Court in this case.

Resp. Br. stated, "... the Defendants (*sic*) arguments that she has been wronged by not only the Plaintiff, but also by our court system and its **judges** in enforcing the judgement (*sic*) handed down by the Honorable Gregory Gonzales." Resp. Br. did not cite or provide any evidence that Frances Ju ever wrote that she was wronged by our court system and its judges in enforcing the judgment. This argument by Respondent cannot be proved by the trial court record or the Opening Brief; and Resp. Br. simply made false accusation. There was no enforcement of the judgment; and not any other judge was involved in enforcing the judgment. Resp. Br. intentionally and willfully lied trying to mislead this Court.

Resp. Br. at 2 ll. 4-6 talked about "brand new furniture including... mattress... far superior in quality and price to any public accommodations ...". The pillow-top mattress in Frances Ju's room is similar as that Respondent spent \$100 for a second-hand complete set of bed frame, mattress and box that he purchased for the third room to start his airbnb business for the room. Hotels and motels pay close attention to the firmness and quality of mattresses. Pillow-top mattresses have very bad re-sale value because most people like to sleep in firm mattresses. Frances Ju complained to Respondent about the mattress after the first couple of nights in October 2015 because it was too soft to support her body.

There was a roll-top desk in the room. Since people started using personal computers, roll-top desk was out of practicality because after putting a computer screen and mouse pad on the desk and keyboard on the pull-out shelf, there is hardly space to use. "All brand new furniture" is an

overstatement. Those pieces of furniture were “brand new” when they were made. However, after decades of time or being bought secondhand, those pieces of furniture were not qualified as “brand new furniture.”

The TV in Frances Ju’s room usually needed to wait about twenty minutes to have picture shown. The TV was originally in the living room. One weekend morning, Respondent was out grocery shopping; so Frances Ju thought that she could stay to watch a Blazers basketball game. While the Blazers game started a while, Respondent came back and immediately demanded that Frances Ju let him watch his Patriots football game. Frances Ju had to leave the property to do her work. Respondent may have felt his not being like an airbnb host. He then bought a secondhand TV afterwards; and moved the need-to-long-wait-for-picture TV to Frances Ju’s room. Most people would not buy secondhand electronic devices, equipment or appliances because there were limited life spans; even though these people buy secondhand furniture.

Resp. Br. at 2 ll. 11-12 stated, “threatened to inform the management company of the sublet condition, which she followed up on...”. Frances Ju never threatened Respondent that she wanted to inform Ross Pacific of Respondent’s subletting. By paying \$39 a night or \$672.50 a month, Frances Ju did not want to be a part of Respondent’s illegal activity. She hoped that her residing in the property is legitimate; and that Respondent should inform Ross Pacific of his need to sublet to reduce his financial burden in paying rent. Frances Ju did not contact Ross Pacific until after Respondent intentionally hid the fact that his lease

was with Ross Pacific in his April 7, 2016, Complaint (CP 4-7). His Complaint only mentioned the property owners' names. Even when Respondent asked Frances Ju for a half of the security deposit that he paid in the escrow account (CP 11, 21-22), Frances Ju did not contact Ross Pacific. Respondent lied.

Resp. Br. at 2 ll. 14-16 stated, "At no point did the Plaintiff ever consider adding her to the lease, and any insinuations on the Defendants (*sic*) part to that effect are a fabrication of her own mind." Respondent's asking for a half of the security deposit that he paid (CP 11, 21-22); cutting the values and services posted in his airbnb listing: Cable TV, XFINITY Internet, Heating, Essentials, and Good Environment (CP 51-52); and purposely placing the lease addendum agreement on the kitchen table where Frances Ju usually sat, with the agreement outside of the envelope (CP 11) strongly indicated that he wanted to stop being an airbnb host and sought to add Frances Ju to the lease.

In reply to Resp. Br. at 2 ll. 16 through at 3 ll. 2, Frances Ju left Respondent a note (that is the first part of Written Payment Agreement, CP 18) on the evening of October 27, 2015. When she woke up the next morning, Frances Ju found out that Respondent wrote his suggestion that he voluntarily wanted Frances Ju to pay him cash at the end of her stay; and the note was left by Respondent on the kitchen table where Frances Ju usually sat. Frances Ju of course took the note and went to work.

It is a fact that Frances Ju and Respondent hardly had a conversation. The airbnb's general policy is that airbnb hosts cannot

inquire into the guests' business; and invasion of privacy is definitely prohibited. Other airbnb guests usually gave the hosts harsh language when the hosts went over this boundary. Frances Ju is not a person who would share her personal information with anyone. Before the Written Payment Agreement, Respondent's "any of the conversation which led to that statement" was a lie. Respondent simply wanted the money from Frances Ju's continuing staying while the slow season had begun. When Respondent asked for money, Frances Ju always reminded him of the Written Payment Agreement; and offered to give him a copy. He knew about Written Payment Agreement, but he was unwilling to abide by it.

C. Reply to ¶ "II. Timeline Details of the Defendant as Tenant" and the Illegitimate Exhibits A-D.

As stated in ¶A *supra*, Respondent did not ask for this Court's leave to include his 5 exhibits that were not contained in the trial court's record; in violation of RAP 10.3(a)(8). Frances Ju respectfully requests that this Court disregard those exhibits. Nevertheless, Frances Ju wants to address the problems involved in exhibits A-D.

Respondent did not interpret Exhibit A honestly or in good faith. Frances Ju addressed the issue in her November 18, 2016, letter to this Court after waiting more than 48 hours for Respondent's clarification of his Resp. Br. When Respondent and Frances Ju talked about payment, the prerequisite was that Frances Ju could get settlement money from opposing parties on other cases. This can be evidenced by Exhibit 3 (CP 20) to Defendant's Answer: "I did not receive additional money"

(3/15/16 e-mail) and “There was no new money in my account” (3/23/16 e-mail). Written Payment Agreement governed when there was no settlement from other cases. Frances Ju made payments on December 13, 2015, and February 4, 2016, instead of “first day of each month”.

Frances Ju’s November 18, 2016, letter also showed this Court that if Frances Ju had been working at a law firm, the common practice for attorneys would be either Mr. Hoffman or Respondent communicated with the law firm where Frances Ju worked before this lawsuit was filed with Superior Court. Mr. Hoffman obtained his license in Washington State in 1980; and practices law in Vancouver for decades. Mr. Hoffman would have not disregarded this common practice. Respondent did not show this common practice in his pleadings or court documents. After Frances Ju filed numerous pleadings and documents with Superior Court and then this Court and revealed lots of factual statements, Respondent figured out how to make up a story to put it in the Resp. Br. This might be the reason that Resp. Br. did not and cannot refer to the trial court record for his “timeline details.”

Resp. Br. at 4 ll. 6-10 talked about “the note”. It meant Written Payment Agreement, which was dated October 27, 2015. On December 13, 2015, the parties talked about payment at the first day of each month if Frances Ju’s settlement talks can produce results in any of her cases; and Frances Ju will move out after her cases ended (CP 19). The Prerequisite was that Frances Ju received settlement money. Respondent intentionally messed up the timeline of October and December 2015, and trying to

mislead this Court. There was no payment made on January 1 or February 1, 2016, and Respondent did not complain. It was not until the beginning of March 2016 when Frances Ju asked Respondent if \$672.50 would be the right amount to pay Respondent monthly (CP 20) because he obviously wanted to cease being an airbnb host and diminished rental value existed. Frances Ju also told Respondent that she can send him \$672.50 immediately. Respondent was irresponsible.

Respondent listed the third room with airbnb and there was airbnb Guest, Todd, posting a review (CP 46). Frances Ju was under no obligation to pay “half of the new rental agreement” because Frances Ju did not have “half of the privilege in residing in the property”. Respondent had the room key for Frances Ju’s room and did not give Frances Ju a copy. Frances Ju had to set some barrier near her room door when she went to sleep every night so that she would have a little time to call 911, primarily because Respondent was a frequent patron of prostitutes and Frances Ju did not feel safe. When Frances Ju was out of the property, Respondent could enter her room at his will. Frances Ju, however, had good faith in offering \$672.50 because the lease addendum agreement that Respondent wanted her to review showed \$1,345. Frances Ju had no information of the original lease that Respondent signed in November 2013. Respondent may be subject to some small fees under the original lease. Nevertheless, Respondent did not communicate with Frances Ju.

Resp. Br. at 6 ll. 14-16 stated, “The \$1845 paid by the

Defendant minus the \$66 was not within the scope of the “Written Payment Agreement” as agreed to.” CP 13 shows that “12. Around the end of January 2016, Plaintiff told Defendant that he needed money to buy a new car...” Frances Ju wanted to help Respondent grab the opportunity of buying a new car when the special Honda promotional interest rate of 1.99% was available. Frances Ju paid Respondent \$1,845; and Respondent made \$3,000 down payment to buy a brand new Honda Civic sedan. (CP 13, ¶ 13.)

Resp. Br. at 7 ll. 2-5 stated, “The track record clearly indicated the Defendant was a troubled woman... She went to the Management Company...” This is really personal attack, intentional lie, and false statement; and not legitimate argument. Respondent did not show what and where “the track record” was. While stating “clearly indicated”, Respondent did not cite to any trial court record. As stated at 5 *supra*, Frances Ju called Ross Pacific (CP 21-22) after Respondent’s Complaint deliberately hid Ross Pacific from the Superior Court. As Frances Ju stated in her November 18, 2016, letter:

Resp. Br. also made personal attack instead of argument of the case. In a lawsuit, parties should focus on facts and legal argument; and personal attack should be prohibited. On November 2, 2016, I filed “Appellant’s Answer to Respondent’s Motion to Supplement the Record.” In Page 4, which cited Opening Brief ¶ III.B.5., I showed this Court, “At the May 20, 2016, hearing, Mr. Hoffman even made false statement and intentional defamation comments...”

Opening Brief at 13-14 and RP 5:19-25 showed Mr. Hoffman’s personal attack. How could Mr. Hoffman accuse Frances Ju of 9 e-mails

in 35 days and the main reason for sending him e-mails was that he totally disregarded the authority of Judge Gonzales and the court procedures? Mr. Hoffman exaggerated the 9 e-mails as 75 e-mails. This might be one of the reasons that he was forced to “retirement.”

Resp. Br. at 7 ll. 5-9 stated, “The Defendants opening Brief...to assassinate the Plaintiffs character and others she didn’t even know...” Respondent failed to identify what and where the Opening Brief did that; nor did Respondent cite to any trial court record.

The issue that Resp. Br. addressed at 7 ll. 10 through at 8 ll. 10 was discussed at 9 *supra*. When Frances Ju talked to Ross Pacific around April 12, 2016, Ross Pacific did not correct the amount of \$1,345. Frances Ju did not have “half of the privilege in residing in the property”. Thus, Frances Ju was not required to pay a half of the rent. If Respondent would communicate with Frances Ju in good faith and good manner, an adjustment of the rent amount could be reached.

The issue that Resp. Br. addressed at 8 ll. 11 through at 9 ll.4 was mostly responded in “Defendant’s Response” (CP 23-25) and Opening Brief ¶ IV.B. at 17-18. Respondent’s Exhibit D is the last page of his Complaint, but he did not follow the court rule to cite it as CP-8.

Respondent’s March 2, 2016, e-mail was not the last communication between the parties. For example, CP 20 was dated March 15 and 23, 2016. Respondent cannot claim that he had given his answer “more than a month in advance of the lawsuit being filed.” Most importantly, while Respondent emphasized December 13, 2015, he did not

include the prerequisite about Frances Ju's being able to receive settlement money; nor did he address the issues that he intentionally caused the diminished rental value starting January 2016. With the many problems he created, he definitely had an obligation to communicate before filing a lawsuit.

Resp. Br. at 9 ll. 5-15 stated, "The hearing on April 15th was heard by Judge Gregory Gonzales..." Opening Brief ¶ IV.A. at 15-17 regards, "The issuance of Judgment was in violation of the 7th and 14th Amendments to the U.S. Constitution, and Article I §21 of the Washington State Constitution." Frances Ju also pointed out that the judgment did not comply with RCW 4.84.080, RCW 19.86.020, RCW 19.86.090, RCW 59.18.110(2), RCW 59.18.130, CR 52 and CR 54.

D. Reply to ¶ "III. Response to Diminished Rental Value." The daily rate of \$39 was Definitely Associated with airbnb.

Resp. Br. at 9 ll. 17 through at 11 ll. 3 argued that "There was no diminished rental value." Respondent claimed that the condition of being an airbnb host "did not exist after October 27th when an agreement was struck to leave that website out of any further business." Respondent lied. Frances Ju told Respondent how other airbnb hosts did when the airbnb host and guest wanted "to leave that website out of any further business": The airbnb host would have completely taken out his/her airbnb listing until after the airbnb guest leaves; then the airbnb host would re-list his/her room with the airbnb. Respondent said that he wanted to meet other people and that his stepson also ran airbnb business from the rental

apartment in the Seattle area. Between October 28 and December 13, 2015, Respondent updated Frances Ju's room with the airbnb website every day in the first few weeks instead of taking out the listing for a period. Frances Ju has to send Respondent a text message before 5:15 p.m. every day. After a few weeks, Frances Ju could start sending Respondent to extend for 3 weekend nights on Friday afternoons. In addition, Frances Ju had to move out of the room in 2-1/2 hours if Respondent decided to take in other airbnb guest. Nevertheless, during the one-and-a-half months period, nobody was interested in renting the room so Frances Ju was able to continue staying in the property. Thus, the daily rate of \$39 was definitely associated with airbnb.

On December 13, 2015, Frances Ju addressed the issue of having to send Respondent a text message every weekday. The party then agreed that Frances Ju did not have to do it anymore and that Respondent will wait for her notification of checkout. (CP 19 ¶4, also Resp. Ex. A).

Respondent stated at 10 ll. 1-2 that 'The Respondent never asked the Defendant to pay any "Security Deposit" as the idea of the Defendant being included on the lease was never entertained.' CP 19 ¶4 stated, "The Company will decide how much security deposit I need to pay the Company." As also shown in CP 11 and 21-22, Respondent wanted Frances Ju to pay "a half of the security deposit that he paid in the escrow account". The text message that Respondent asked for Security Deposit was not filed with the Superior Court; but Frances Ju kept the message.

CP 19 ¶5 started, "If you want me to share the utilities, I do not need Xfinity. I have my own network and means to get access to my e-

mail account... TV is not a necessity for me...” Respondent’s #A purposely disregarded the important sentence (as underlined here) in the same paragraph; and tried to mislead this Court. It was during the discussion process how much rent that Frances Ju should pay Respondent.

Respondent’s #B also purposely hid the first part of the important sentence. CP 51 ¶B addressed the issue that Frances Ju’s computer detected the connection problem to XFINITY Internet. Because Resp. Br. claimed that the XFINITY account was never interrupted (Respondent cut the XFINITY TV service around March 8, 2016, however), it was likely that Respondent changed the password to keep Frances Ju from using the XFINITY Internet. Frances Ju had to pay extra money to her cell phone service provider. Frances Ju also suffered the “same IP address” problem from the XFINITY Internet after Frances Ju used the Respondent’s account for several months. A few days before Frances Ju moved out of the property, she decided to send Respondent an e-mail regarding the IP address conflict and cyber-crime.

Respondent’s #C claimed, “The Thermostat was... only turned down when nobody was expected to be home to no less than 68 degrees.” This is a lie. Respondent either turned the thermostat off or turned it to air-conditioning so that the heating would not run when he came back from work. Frances Ju took pictures on the screen of the thermostat that showed freezing temperatures in the mornings. The extremely low temperatures caused severe cramps on Frances Ju’s legs.

Respondent’s #D claimed, “Bathroom tissue was always available in the hallway closet...” This is a lie. Frances Ju took several pictures on

the hallway closet. There was not any bathroom tissue in the closet even the very-low-quality 1-ply “Check it Out” one was nowhere to be seen.

Respondent’s #E claimed that he took a shower in the middle of the night after he came back from work instead of intentional harassment. #E also claimed, “The perceived issue was never voiced to the Landlord.” These are lies. Respondent, like most people, had a habit to take a shower in the morning. CP 20 ¶3 stated, “You also cut several services in the house. In the middle of the nights, you frequently made loud noises.”

Resp. Br. at 11 committed personal attack again. “Social ignorance” and “racial hatred” were used against Frances Ju. Respondent stated at ll. 5-6, “Whenever friends were anticipated the defendant was informed in advance that they would be present.” This is a lie. Frances Ju received text message from Respondent that he will not send her any notice in the future after Respondent realized that Frances Ju knew that those young black women were prostitutes. When the prostitutes came, Respondent and the prostitute went to the Respondent’s room right away. Sometimes, Frances Ju was still in the kitchen either eating or hand-washing dishes. Frances Ju had no way not to hear the sounds from the Respondent’s room, which was right above the kitchen. The frequent showing up of prostitutes in the property really made it a very bad environment. Diminished value really existed.

E. **Reply to ¶¶ “IV. Response to Economic Damage Suffered by the Defendant.”**

Resp. Br. at 12 ll. 3-8 stated, “... She was never asked to leave the home for any reason... The issue of subletting was one between

the Landlord and the Management Company to work out...” The rent of either \$672.50 or \$1,209 per month for a room is a very good price for area code of 98662. For one-and-a-half months from October to December, Respondent did not receive any booking request from airbnb guests. When Frances Ju wanted to call other airbnb hosts, Respondent ran upstairs to knock on her room door that he changed his mind; that it was not in a hurry for him to do charity for his son and his friend; and that she will not need to move out if she would pay him \$1,833 on Monday, December 14, 2015. (CP 12-13).

CP 30 addressed “Plaintiff’s unlawful action has placed Defendant in great risk of harm and damages.” Ross Pacific’s April 13, 2016, e-mail (CP 21-22) confirmed that “Ross Pacific would definitely not allow Mr. Maurice LaCombe to sublet the real property.” Respondent failed to disclose his lack of right to sublet in his airbnb listing. His unlawful action has placed Frances Ju in great risk. After Frances Ju checked with him several times regarding his right to sublet the property, Respondent never tried to “work out” with Ross Pacific to resolve the issue.

In reply to Resp. Br. at 12 ll. 8-13, Frances Ju stated at 3 *supra* that Respondent’s cutting the values and services posted in his airbnb listing (CP 51-52) has caused diminished rental value. RCW 59.18.110(2) states, “The tenant shall not be obligated to pay rent in excess of the diminished rental value of the premises...” ¶¶ 15-20 of Defendant’s Affirmative Defenses are examples that diminished rental value existed and was caused by Respondent. (CP 13-14, 33). CP 43-49 showed what should be included in the \$39 per night airbnb rate.

Respondent did not respond to Frances Ju's March 15 and 23, 2016, e-mails (CP 20). It was premature and unrealistic for Respondent to say what Frances Ju would have decided how much rent to pay because the parties were discussing the issue. Most importantly, when Resp. Br. kept claiming "the arrangement had been in place from the beginning and had not changed and would not change", this means that Written Payment Agreement's "pay cash at checkout" was the "arrangement" that Resp. Br. talked about. There was definitely no late payment because Frances Ju had not checked out as of the April 15, 2016, hearing. The Superior Court's issuance of Writ of Restitution, Findings of Fact, and Judgment were absolutely contradictory to Respondent's claim; and reversal should be 100% justified.

Resp. Br. at 12 ll. 13-16 addressed the awarded judgement (*sic*). Frances Ju's reply is stated in ¶C at 12 *supra*.

Resp. Br. at 12 ll. 17 through at 13 ll. 12 stated, "...the Defendant could easily obtain another place to stay through the AirB&B sight (*sic, it should be site*) at or about the same \$39 a day fee... There would be no need to rent a motel room with a kitchenette and laundry facilities..."

As stated in Frances Ju's November 18, 2016, letter, it is common practice that airbnb hosts review airbnb guests' files before sending out their approval of rental. Respondent's daily extension on the airbnb website between October 28 and December 13, 2015, might have triggered airbnb's alert. Frances Ju did have difficulty in booking airbnb rooms several times after moving out of 8018 N.E. 91st Avenue. She had to stay at motel rooms when she had money to do it.

Another factor was that after Frances Ju moved out of the property on April 26, 2016 under the Writ of Restitution, it was the start of the busy season of tourism. It was hardly an airbnb rate of less than \$39 per night. The busy season lasted until mid-September; but Frances Ju had run out of money by then. Frances Ju has to sleep in her car. Respondent's November 20, 2016, letter stated, "... any funds she has are probably overseas in safe harbor with her relatives." It snowed yesterday; and sleeping in a car under freezing temperature is very difficult. Frances Ju even doubted if she could wake up alive. Respondent willfully made unfounded accusation without any legal ground.

Respondent did not send Frances Ju a copy of his letter when he e-filed on November 20, 2016. The filing of his letter had no legal ground or court rule supporting him. These might be the reasons that this Court did not enter his letter into the Court's record because Case Summary did not show. His letter at 2 ll. 35-38 stated, "...but fails to mention her own scathing review of a super host, who provided her with a room, claiming breach of contract and sexual harassment in her review which would be a red flag for other potential hosts since the super host had 52 other great reviews. I doubt Ms. Ju is in as precarious a spot as she claims to be in terms of housing."

Being sexually harassed is not Frances Ju's fault. Airbnb agreed that the host committed sexual harassment. Before that, the host received complaints that he did not turn on the upstairs air-conditioning where the room was. Airbnb removed the listing of that room for a period of time;

but kept his other two rooms in the airbnb listing. The airbnb host's Breach of Contract was proved in his e-mails. After Frances Ju paid for a month, he had a change of schedule and unilaterally reduced Frances Ju's length of stay. Respondent accused Frances Ju without legal grounds.

As shown in CP 58-66 (Frances Ju lost that jump drive), kitchenette is under the principal of "making tort victim whole". Everyone needs to eat. Having a kitchenette would reduce the cost of food, and not having to limit the food choice to microwave-ovenable. Kitchen was part of the rental either at \$39 daily or \$672.50 monthly agreement. All people need to do laundry; and the fee for laundry that Frances Ju claimed was not even enough to cover the actual cost for laundry because Laundromats have raised the prices.

Resp. Br. at 13 ll. 12 through at 14 ll. 6 addressed the damage to Frances Ju's credit rating and rental history. Respondent stated, "The damage to her credit worthiness had already been done with a judgement (*sic*) against her in the (Case # 14-9-00723-9)..." The Case Summary of the case clearly stated that it was for the attorney's fee; and the case has not reached a conclusion. Respondent purposely misinterpreted it as relating to Frances Ju's credit worthiness. CP 58-66 stated that Frances Ju's TransUnion credit score had a sharp drop in her credit rating around April 10, 2016. Frances Ju also showed how the issuance of Writ of Restitution hurt her rental history.

F. Reply to ¶¶ "V. Final Review and Compelling Statements" and "VI. Conclusion".

¶D. at 12 *supra* shows how other airbnb hosts dealt with their

airbnb listing when they wanted to make certain airbnb guest agree to stay at their room without airbnb's involvement. Respondent did not want to mimic what other hosts did; and updated Frances Ju's room with the airbnb website every day instead. This caused an alarm to airbnb because Frances Ju had been booking with airbnb for an extended period of time. The airbnb's involvement absolutely existed.

Frances Ju shows in ¶C at 7-8 *supra* that Respondent's Exhibit A had a prerequisite that Frances Ju could receive settlement money from opposing parties on other cases. The Exhibit is non-approved, not-telling-the-whole-story, and not contained in the trial court record.

The Superior Court record did not include any evidence that Respondent could rebut the Written Payment Agreement.

Frances Ju does not believe that after she moved out of the property, Respondent could receive a rent that is more than \$672.50, no need to compare to \$1,209, each month from Frances Ju's room. It means that he profited from the rental income that Frances Ju paid him. He needs to pay for his own accommodation and he was abided by a lease or a lease addendum so the rental income from Frances Ju was definitely his profit. Because he did not receive approval from Ross Pacific for subletting, the rental income that Frances Ju paid him was his unlawful profit.

The whole paragraph of Conclusion is without merit. Respondent "seeks further compensation of \$500..." Respondent did not make a valid argument for this \$500. He simply wanted to try his luck that this Court would act like Judge Gonzales did in awarding him judgment without

considering the U.S. Constitution, Washington State Constitution, statutes, and court rules.

G. Ghostwriting was Apparent in Resp.'s Brief. Respondent's Failure to Comply with November 4, 2016, Ruling in addition to continuing lying have Constituted Contempt of Court.

Frances Ju's November 18, 2016, letter states that she believes that Judges and Commissioners of this Court read thousands, if not millions, of briefs and motions in their careers. Their experience must have told them that Unlawful Ghostwriting was involved in Mr. Lacombe's November 1, 2016, Resp. Br.. Commissioner Bearse issued her November 4, 2016, Ruling that stated, "... Resp. Br. is due on or before Monday, November 14, 2016. No additional extensions will be granted absent a showing of compelling circumstances." The former Clerk's September 15, 2015, Ruling stated that no further extension of time will be granted to Respondent absent a showing of compelling circumstances. Commissioner Bearse must have found a showing of compelling circumstances; and that she needed to extend time for Respondent to right the wrong.

Commissioner Bearse might want Respondent to be honest and ethical with the Court; and to submit a Resp. Br. written by him or to re-submit the Resp. Br. and disclose attorney's assistance to the Court. Respondent did not comply. He willfully disobeyed and violated a court order directing him to do or cease doing an act which he ought in good faith to do or forbear. His failure to act has constituted Contempt of Court. This Court then entered his November 1, 2016, Resp. Br. as filed on November 14, 2016. Chapter 7.21 RCW regards "Contempt of Court."

Other than Frances Ju pointed out some words from Resp. Br. in ¶B at 3-4 *supra*, the form and writing style of Respondent's September 9, 2016 "Motion to Extend Time to File" and October 31, 2016, "Motion to Supplement the Record" were obviously different from those of the Resp. Br. In Respondent's "Motion to Extend Time to File", he stated that he wanted more time to hire an attorney. It is apparent that no attorney wanted to represent him after his months of searching for an attorney. His deception that he did not disclose Ross Pacific to his own attorney is evidence and one of the facts that he conducted deceptive actions.

There are numerous case laws that addressed the issue of attorney's providing "substantial legal assistance" to an unrepresented Pro se. The case law of Duran v. Carris, 238 F.3d 1268 (10th Cir. 2001) made it clear: participation by an attorney in drafting otherwise Pro se appellate brief is "per se substantial legal assistance", and must be acknowledged by signature. An attorney must refuse to provide ghostwriting assistance unless purported Pro se client specifically commits to disclose attorney's assistance to the court upon filing. Other case laws also stated that Ghostwriting was a violation of court rule and Contempt of Court.

It was apparent that Respondent's filing of "Supplemental Statement of Arrangements for Filling Verbatim Reports" was also Ghostwriting. Respondent's signature was generated by computer. RAP 9.2 requires that party or parties file Statement of Arrangements. Nevertheless, "Supplemental Statement of Arrangements" was written by a Ghostwriter and Respondent even did not bother to sign his name.

As stated in Frances Ju's November 18, 2016, letter, in June 2016, Clark County court's front counter specifically brought a female appellate employee to the front counter to warn Frances Ju that if she would receive someone's help in filing briefs or documents, jail time will be imposed. The Equal Protection Clause of the 14th Amendment requires that litigants be treated equally. Both Respondent and Frances Ju are unrepresented Pro se's so the same standard should be applied to both parties.

H. Frances Ju Respectfully Requests that this Court Sanction Respondent with an Award of Punitive Damages due to his Ghostwriting, Ex-Parte Communications, Uncivilized Offenses and Contempt of Court.

On the morning of November 16, 2016, Frances Ju sent an e-mail asking for Respondent's clarification on the filing of Resp. Br. The next day, Frances Ju asked him by e-mail again and he was irresponsive. The way that Frances Ju asked for his clarification is all the litigants should do; and he definitely had an obligation to respond in a timely manner. He, however, e-filed a letter with this Court on November 20, 2016, in which he denied that there was a Ghostwriter and claimed that Frances Ju conducted "empty threats of legal action by the court". He also told this Court that he had been given information by the clerk assigned to the case "on numerous occasions"; that his ex-parte communications with this Court included "any number of other questions"; and that Frances Ju should mimic his illegal ex-parte communications. Respondent did not Cc: Frances Ju the letter.

On the morning of November 21, 2016, Frances Ju's e-mail asked

for his clarification again.. It was possible that someone checked with him whether he Cc'd Frances Ju his letter, he finally sent her a copy at 3:17 p.m. As of today, this Court has not entered his November 20, 2016, letter into the Court's record.

Rule 2.9 of Code of Judicial Conduct regards "Ex Parte Communications". Rule 2.9(D) states, "A judge shall make reasonable efforts, including providing appropriate supervision, to ensure that this Rule is not violated by court staff, court officials, and others subject to the judge's direction and control." This Court's employees should have not given Respondent assistance without Frances Ju's presence. Respondent has engaged in conduct that is severely prejudicial to the administration of justice.

To save the employee(s) and to keep this Court from having to deal with the problem in administration of justice, on November 29, 2016, when Frances Ju was writing this Reply Brief, she reiterated her Settlement Demand that she previously sent to his former attorney, Mr. Kenneth Hoffman. In the November 20, 2016, letter to this Court, Respondent belittled Frances Ju's "good faith" and lied, 'Her constant use of "Settlement Demands" in e-mails...' In fact, the total number of Frances Ju's Settlement Demand offers is still in the mid-single-digit since April 2016. Frances Ju wanted to see if Respondent wanted an amicable resolution to keep him, the Court employee(s) and the Ghostwriter out of trouble. Respondent was irresponsive.

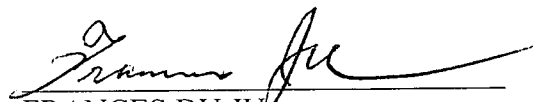
Respondent committed Ghostwriting and ex-parte communications, and used the uncivilized language in personal attack, "...Ms. Ju had already cultivated a reputation with the court as being a huge pain in the hind side." Frances Ju has been involved in the lawsuits for more than two decades. This is the first time that she saw such uncivilized language as "a huge pain in the hind side" showing up in a document that addressed to a Court. Respondent expressed his disrespect to this Court in writing! In Defendant's Answer and Affirmative Defenses, Frances Ju prayed, "G. Order such other and further relief as the court deems just and equitable." (CP 16). Frances Ju respectfully requests that this Court sanction Respondent and order punitive damages against Respondent for his repetitive offenses, disrespect, and Contempt of Court. Respondent has met the age threshold so he is eligible to take out a Reverse Mortgage on his Florida property to pay the judgment.

I. CONCLUSION.

Based upon the foregoing, Frances Ju respectfully requests that this Court reverse and modify the Superior Court's decisions; award Frances Ju compensatory damages of \$133,621.32; and sanction Respondent with an award of Punitive Damages as this Court deems just and equitable.

DATED this 6th day of December, 2016.

Respectfully Submitted,


FRANCES DU JU
Appellant pro se

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DIVISION II

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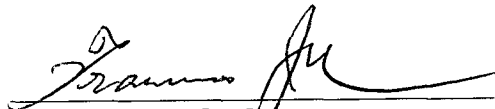
Clark County Superior Court case No. 16-2-00719-1

Clark County Superior Court judgment No. 16-9-01404-5

I hereby certify under penalty of perjury of the laws of the State of Washington that on December 6, 2016, I served the foregoing by First Class Mail upon:

Mr. Maurice Lacombe
8018 N.E. 91st Avenue,
Vancouver, WA 98662.

Signed in Vancouver, Washington on December 6, 2016.


FRANCES DU JU, pro se